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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF WYOMING

In re:)	
)	
DENNIS MEYER DANZIK,)	Case No. 17-20934
)	Chapter 11
DEBTOR)	
)	

OBJECTION TO THE PROOF OF CLAIM
NUMBER 7 FILED BY THE CWT PARTIES AND CLAIM NUMBER 8 FILED
BY RESOURCE RECOVERIES

COMES NOW the Debtor above named by counsel, Ken McCartney of The Law Offices of Ken McCartney, P.C. and they object to the proof of claims filed in this case by the CWT Parties and Resource Recoveries, collectively the SWT Parties. In support thereof, they advise as follows:

1. First of all the two claims are duplicates and only one claim exists. The two should be combined into one joint claim.
2. The Debtor's only relationship, ever, with the CWT Parties arises out of his signing a Unit Purchase Agreement (the UPA) on behalf of his employer, Ridgeline Energy Services, Inc, (a Canadian corporation) ("Ridgeline") in his official capacity as the CEO of Ridgeline, now called "RDX". A copy of the UPA in question is attached as Exhibit A.

3. The subject matter of the New York litigation, which has gone to default judgment, upon which the CWT Parties claim is based, is covered in the UPA at page 10 paragraph 2.3, wherein RDX agreed to turn over Blender's Credits, also called tax credits, reportedly "earned" by the Sellers prior to the sale to RDX.
4. Just as the UPA contains language excusing RDX for making any payments to the Sellers if problems arose with the production of Renewable Diesel. See page ____ paragraph _____. It is the Debtor's position in the New York litigation that the paragraph excusing payments was triggered by the refinery's production deficiencies, and the later discovered fraud by the Sellers. The consideration of the Debtor's and RDX's position was eliminated by the New York court when the judge throughout all his answers (not filed) and defenses, for alleged discovery violations.
5. But again, all the claims and counterclaims arise under the UPA.
6. The problem with supporting a claim based on the UPA by the CWT Parties is that the UPA was procured by fraud in the inducement.
7. The CWT Parties fraudulently held out the refinery as capable of producing Renewable Diesel. It could not. It never did. As required by the UPA, litigation is ongoing in Alberta, Canada, to redress the Seller's grievance. See page 32 paragraph 12.4 of the UPA.
8. Attached hereto as Exhibits B and C are expert opinions and affidavits by two of the leading American Scholars on the chemical analysis of both Renewable Diesel

and other renewable fuels. Dr. Lorenz Bauer actually sat on the committee that adopted the American Society of Testing Materials standard for Renewable Diesel. Both experts conclude, based on the sworn deposition testimony of two of the CWT Parties; Bruce MacFarlane, and Jean Noelting, (principals of the CWT Parties and signatures to the UPA), who were finally deposed last fall after almost five years, by order of a federal judge in Arizona, the alleged refinery was not capable of and did not produce Renewable Diesel.

9. Attached hereto as Exhibit D is engineer Danzik's memo written for the RDX Board and handed to Jean Nolting, a CWT Party manager, describing the refinery's failures and some of the CWT Parties fraud used to keep this from coming to light.
10. In the tenth circuit, *Mascio v. Gronewoller (In re Mascio)*, 454 B.R. 146, 150 (D. Colo. 2011), holds that when a contract is procured by fraud in the inducement the remedy is to restore onto the buyer all its loss in the transaction. Here that would be the return of the purchase money paid, reimbursement for actual damages occurring because of the refinery's failure, and the UPA treated as a nullity. The buyer is excused by law from the burdens of the bargain.
11. The CWT Parties produced hundreds of fraudulent EPA Renewable Fuel certifications, signed under the penalty of perjury, that have now been proven to be false. These false EPA Renewable Diesel certifications run back as far as 2008 where customers that were not by federal law allowed to buy Renewable Diesel

for Blender's Credits were sold Renewable Diesel by the CWT Parties and those Blender's Credits (tax credits) pocketed by the CWT Parties.

12. The CWT Parties claims are not supported by the UPA once the UPA is found to be fraudulently defective. The CWT Parties claims all arise under the UPA.

13. Unless the CWT Parties can produce a suitably qualified expert to put at issue the Refinery's production of Renewable Diesel, their claim must be disallowed.

14. The Debtor also has affidavits from several refinery employees describing how chemical analysis and government required reports were falsified to support the product the refinery produced. The former CWT Parties' plant manager has been quoted to say, "h___, all we did was cook grease." Its doubtful that any expert will scientifically dispute the former employees descriptions of the shenanigans.

WHEREFORE the Debtor requests that the claims as filed be disallowed in their entirety.

NOTICE OF OPPORTUNITY TO OBJECT

Please take note that if you wish to oppose the Debtor's requested reduction in proven claim you may do so but only in writing filed with the court and copies to the Debtor's counsel whose address is listed below, and the Assistant US Trustee, whose address is 308 West 21st Street , Cheyenne, Wyoming 82001. Objections should be specific and cite authority. The court may choose to ignore general objections. The

objection deadline is **May 30th, 2018**. If no objections are received the court may choose to act on this claim objection.

Done this 30th day of April, 2018.

Respectfully submitted
For the Debtor
/s/ Ken McCartney
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CERTIFICATE OF SERVICE

I, Ken McCartney, of The Law Offices of Ken McCartney, P.C., do hereby certify that true and correct copies of the **Objection to Claim No 7 together with the Proposed Unsigned Order** was served upon the following, as indicated below, on this 30th day of April, 2018.

Office of the U.S. Trustee

Via Electronic Notice Only

Bradley T. Hunsicker
MARKUS WILLIAMS YOUNG &
ZIMMERMANN LLC, Esq.

Via Electronic Notice Only

/s/ Ken McCartney
KEN McCARTNEY, #5-1335